



National collective agreement for personal assistants

1 May 2021 – 30 April 2022

HETA – UNION OF THE EMPLOYERS OF PERSONAL ASSISTANTS IN FINLAND
TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

The collective agreement has been translated into Swedish and English. The Finnish version of the collective agreement is a legally binding document.

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Section 1 Scope of the Agreement

The minimum conditions laid down by this collective agreement are observed for disabled persons' personal assistants who are members of Heta – Union of the Employers of Personal Assistants in Finland and whose wages are reimbursed to the disabled person by virtue of the Act on Services and Assistance for the Disabled (3.4.1987/380) and the employment contract was concluded between the personal assistant and the disabled person or his/her representative.

The collective agreement can be applied to a natural person who acts as the employer of a disabled person's personal assistant

- a. in a situation where this disabled person has been granted compensation for the wages paid to the personal assistant based on another act

or

- b. in a situation where the disabled person him-/herself or the employer bears the costs incurred for hiring its employees

This collective agreement does not apply to assistants who work for service housing units or similar organisations that produce service housing or to assistants who are employed by municipalities. This collective agreement also does not apply to employment relationships that are subject to the collective agreement for the private social services sector, the collective agreement of the employers' association Avaintyöntajat AVAINTA ry or the general collective agreement for municipal personnel.

Section 2 Management and distribution of work and freedom of association

The employer has the right to direct and distribute work and to hire and discharge employees.

Freedom of association is mutually inviolable.

Section 3 Start of employment and trial period

1. Start of employment

The employment contract is valid indefinitely unless there are justified grounds for a fixed-term contract, in which case these grounds must be specified in the employment contract.

Application instructions: The employment contract can be concluded for a fixed term on justified grounds, e.g. for a permanent employee's annual holiday or sick leave or until a permanent employee returns from, e.g. maternity, parental or child-care leave and the exact date when the permanent employee will return to work is not known in advance.

An employment contract that is concluded for a fixed term on the employee's initiative does not require justified grounds, and the contract can be made to expire on an agreed date. In this case, the employment contract must also state that the fixed-term nature of the employment contract is the result of the employee's initiative and request.

An individual decision on temporary personal assistance issued by a municipality to an employer based on the Act on Services and Assistance for the Disabled is not grounds for fixed-term employment.

The employment contract shall be drawn up in writing or electronically. The employee's main duties shall be specified in the employment contract.

Application instructions: The employment contract can also be concluded via email, with no electronic signature. In this case, too, it must contain the information required for the employment contract and it must be printable so that acceptance can be verified in the message transmission data.

2. Trial period

At the start of the employment relationship, a trial period of no more than four months can be agreed on. During the trial period, the employment contract can be terminated by either party. For a fixed-term employment relationship lasting less than 8 months, the trial period may be no more than half of the duration of the employment contract.

The employer shall have the right to extend the trial period pursuant to Chapter 1, Section 4, Subsection 1, of the Employment Contracts Act. For a fixed-term employment relationship, the trial period and any

extensions to it may be no more than half of the duration of the employment contract, however not to exceed four months.

Application instructions: The employment contract can be cancelled during the trial period, in which case the employment relationship can be terminated without observing the period of notice stated in the employment contract.

Application instructions: A personal assistant started working on 10 October 2019. A four (4) month trial period was agreed at the start of the employment relationship. In this case, the trial period is calculated such that the last day of the trial period is 9 February 2020.

Section 4 Termination of employment relationship

Subject to the provisions of this agreement, the termination of the employment relationship shall comply with the provisions of the Employment Contracts Act.

If the employer or the employee terminates an employment contract that is valid indefinitely, a period of notice of one month shall be observed. If the employment relationship to be terminated has lasted longer than five years, a period of notice of two months shall be observed.

A fixed-term employment relationship ends with no period of notice when the employment term expires, unless the possibility of termination before the fixed-term period ends has been agreed in the employment contract.

Section 5 Lay-offs

1. Lay-off procedure

Subject to the provisions of this agreement, the lay-off procedure shall comply with the provisions of the Employment Contracts Act.

Application instructions: As a general rule, a lay-off must be for a fixed term. Only in exceptional circumstances can a lay-off be valid indefinitely.

A lay-off must be for a fixed term, e.g., if the employer knows he/she will have a two-week rehabilitation period during which time he/she will not require a personal assistant.

The employee can be laid off indefinitely, e.g., if the employer has been admitted to hospital and a doctor has declared that it is highly unlikely that he/she will return home.

2. Postponement and suspension of a lay-off

The employer may, without issuing a new lay-off notice, postpone the start of a lay-off. The start of a lay-off may be postponed only once after the layoff notice has been issued and before the original start date of the lay-off. When postponing a lay-off, the employer must inform the employee of the new start and end dates of the lay-off.

During a lay-off, the employer and the employee may agree on the temporary suspension of the lay-off. In this case, the lay-off will resume immediately after the suspension ends, with no obligation to issue a new lay-off notice. The employer must record the agreed changes in the work schedule.

Section 6 Working time

Unless otherwise agreed in this agreement, the employment relationships of a personal assistant shall comply with the Working Time Act.

This collective agreement provides for two different types of working time: general working time and period-based working time. These types of working time serve as alternatives to one another and they are subject to different provisions.

1. General working time

1.1 Length of regular working time within general working time

Maximum regular working time

Within general working time, the employee's regular working time shall be no more than eight hours per day and 40 hours per week, or less working time if such was agreed before this collective agreement entered into force.

Adjustment periods

The weekly regular working time can also be arranged such that it amounts to an average of 40 hours per week within at most an eight week adjustment period. In this case, the employee's regular working time is

- max. 80 hours in 2 weeks
- max. 120 hours in 3 weeks
- max. 160 hours in 4 weeks
- max. 200 hours in 5 weeks
- max. 240 hours in 6 weeks
- max. 280 hours in 7 weeks
- max. 320 hours in 8 weeks

If less than 40 hours a week had been agreed on as the regular working time before this collective agreement entered into force, the maximum number of hours in the adjustment period is the previously agreed regular working time multiplied by the number of weeks in the adjustment period.

Within an adjustment period, an employee's working time must not exceed an average of 48 hours per week. Work exceeding this amount is overtime.

Application instructions: A work week is the calendar week, which begins on Monday and ends on Sunday, unless some other start day to the work week has been agreed at a specific workplace.

1.2 Derogation from regular working time with the employee's consent

This section's derogations from the working time arrangements can only be agreed by an employer that is a member of the collective agreement's signatory organisation (Heta).

1.2.1 Extension of daily working time to no more than 16 hours

The employer and the employee can agree to extend the daily working time to no more than 16 hours, provided that

- The working time is adjusted in the course of the adjustment period (1–8 weeks) to the regular working time referred to in subsection 1, and the working time per work week does not exceed 48 hours.
- For a work shift longer than 10 hours, the employee shall have the opportunity to sleep during the night, but shall be available to provide essential assistance if necessary.
- If the work shift is 12 hours or longer, there must be a daily rest period of at least 11 hours before and after the work shift, and after four consecutive 12-hour work shifts, uninterrupted leave of at least 35 hours.

Agreement on the extension of working time to no more than 16 hours

If an agreement on extended shifts is intended to be valid for more than one adjustment period, this must be agreed on in writing or electronically. The agreement must state whether it is valid indefinitely or for a fixed term. In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one adjustment period, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party on one month's notice. If an adjustment period that is ongoing at the time of termination is to end in over one month, the working time arrangements referred to in Section 1 shall resume once the adjustment period expires.

1.2.2 Extension of daily working time to more than 16 hours

For work in which the need for assistance exceeds 16 hours a day and the need for active assistance focusses on part of the work shift or is sporadic during the work shift, the employer and the employee can agree to extend the daily maximum working time to 16–24 hours, provided that

- The working time is adjusted in the course of the adjustment period (1–8 weeks) to the regular working time referred to in Section 1. The work shift must not exceed 48 hours, and the employee's working time must not exceed an average of 48 hours per week.
- For a work shift longer than 10 hours, the employee shall have the opportunity to sleep during the night, but shall be available to provide essential assistance if necessary.
- A shift longer than 16 hours may be immediately preceded by no more than two work shifts, and the employee must have leave of at least 11 hours before the shift starts. The shift must be immediately followed by 35 hours of leave.

Agreement on the extension of working time to more than 16 hours

If an agreement on extended shifts is intended to be valid for more than one adjustment period, this must be agreed in writing or electronically. The agreement must state whether it is valid indefinitely or for a fixed term. In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one adjustment period, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party on one month's notice. If an adjustment period that is ongoing at the time of termination is to end in over one month, the working time arrangements referred to in Section 1 shall resume once the adjustment period expires.

1.2.3 Derogation from daily working time and rest periods during travel

For a period of travel to another municipality or abroad during general working time, the employer and employee may agree on the daily working time and rest periods in derogation of the provisions of this collective agreement for a period not exceeding 30 days or, if the assistant's working time is 24 hours a day and assistance on the trip is provided entirely by one assistant, for a period of up to 14 days.

A compensatory rest period must be given as referred to in the Working Time Act.

If the working time of the travelling or other employees cannot be adjusted during the normal adjustment period being used, a longer adjustment period of no more than 16 weeks can be applied temporarily. The employer must, prior to the start of the trip, prepare a work schedule to adjust the working time to the required adjustment period (for max. 16 weeks). If an adjustment period of 9 weeks or more is needed to adjust the working time, the work schedule must be prepared for at least 8 weeks, and for the rest of the adjustment period, an adjustment scheme indicating at least each employee's weekly working time must be prepared. The adjustment scheme must be supplemented with the daily working time at the latest one week before it starts.

Application instructions: If other employees are not laid off during the period of travel, the working time arrangements must generally also be agreed on with them. To ensure that no one's weekly working time during the adjustment period outside the travel period would be detrimentally long in terms of the employee's ability to cope, a longer-than-normal adjustment period could be agreed on to adjust the working time. An agreement can also be made to grant the travel time or a part thereof as annual holidays to employees other than those who are travelling, provided that such is possible under the Annual Holidays Act.

Travel may take place at the start or end of, or anytime during, the work schedule. Any time in the work schedule/adjustment period remaining outside the period of travel can

be used to adjust the working time. Therefore, if the travel takes place in the middle of the work schedule, the adjustment can be incorporated into the schedule already before the travel begins.

An agreement on the travel time must be concluded in writing or electronically, and it must indicate the duration of the daily working time, possible days of leave during the travel and how the working time is adjusted within an adjustment period. A work schedule covering the entire adjustment period that has been accepted and signed in advance by the parties can also be considered a written agreement.

Application instructions: The collective agreement parties recommend that the employer and the employee discuss the conditions of the travel destination and the travel, as well as the work during travel before concluding the agreement.

An agreement can be made provided that the active need for assistance focusses on part of the work shift or is sporadic during the work shift and that

- For a work shift longer than 10 hours, the employee shall have the opportunity to sleep during the night, but shall be available to provide essential assistance if necessary. If the working time during travel is one full day or more, the employee shall have the possibility to sleep for at least 7 hours straight, notwithstanding possible brief moments of providing assistance.
- If the trip lasts for more than a full day, it must be preceded by at least 11 hours of leave and followed by at least 35 hours of leave.
- If possible, the weekly rest period must also be observed during the period of travel. If this is not possible, at least one day a week the employee's duties must be limited to essential assistance duties. Weekly rest periods not taken during the period of travel are given when the travel ends.
- If agreement on the working time adjustment cannot be reached, adjustment leave shall be given together with any possible untaken daily and weekly rest periods immediately after the travel period.

Overtime is defined based on the work schedule, which is prepared in accordance with the collective agreement, and the actual work hours.

2. Period-based working time

By virtue of this collective agreement, the employer can require the employee to perform period-based work. In period-based work, the employee's working time has been arranged such that it adjusts at most to the maximum amount of working hours during the defined period.

2.1 Length of regular working time within period-based working time

By virtue of this collective agreement, the employer can require the employee to perform period-based work. In period-based work, the employee's regular working time is a three-week-long period of no more than 120 hours or a two-week-long period of no more than 80 hours. The length of a work shift is no more than 10 hours a day, and in a night shift 12 hours a day. The employer and the employee can also agree on a work shift for period-based work of no more than 15 hours.

Application instructions: Night shift means a shift in which at least three hours fall between the hours of 23.00 and 6.00.

When performing night work, the mandatory provisions of the Working Time Act must be taken into account.

2.2 Derogation from regular working time with the employee's consent

This section's derogations from the working time arrangements can only be agreed by an employer that is a member of the collective agreement's signatory organisation (Heta).

2.2.1 Extension of daily working time to no more than 16 hours

The employer and the employee can agree to extend the daily working time to no more than 16 hours, provided that

- The working time is adjusted to the regular working time referred to in section 2.1, and the working time per work week does not exceed 48 hours.
- For a work shift longer than 10 hours, the employee shall have the opportunity to sleep during the night, but shall be available to provide essential assistance if necessary.
- If the work shift is 12 hours or longer, there must be a daily rest period of at least 11 hours before and after the work shift, and after four consecutive 12-hour work shifts, uninterrupted leave of at least 35 hours.

Application instructions: When period-based work is in use and the employer and employee agree on a work shift of more than 15 hours, the work week in which said shift has been agreed must not exceed 48 hours.

Agreement on the extension of working time to no more than 16 hours

If an agreement on extended shifts is intended to be valid for more than one period of period-based work, this must be agreed on in writing or electronically. The agreement must state whether it is valid indefinitely or for a fixed term. In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one period of period-based work, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party on one month's notice.

2.2.2 Extension of daily working time to more than 16 hours

For work in which the need for assistance exceeds 16 hours a day and the need for active assistance focusses on part of the work shift or is sporadic during the work shift, the employer and the employee can agree to extend the daily maximum working time to 16–24 hours, provided that

- The working time is adjusted to the regular working time referred to in section 2.1. The work shift must not exceed 48 hours, and the employee's working time must not exceed an average of 48 hours per week.
- For a work shift longer than 10 hours, the employee shall have the opportunity to sleep during the night, but shall be available to provide essential assistance if necessary.
- A shift longer than 16 hours may be immediately preceded by no more than two work shifts, and the employee must have leave of at least 11 hours before the shift starts. The shift must be immediately followed by 35 hours of leave.

Application instructions: When period-based work is in use and the employer and employee agree on a work shift of more than 16 hours, the work week in which said shift has been agreed must not exceed 48 hours.

Agreement on the extension of working time to more than 16 hours

If an agreement on extended shifts is intended to be valid for more than one period of period-based work, this must be agreed on in writing or electronically. The agreement must state whether it is valid indefinitely or for a fixed term. In a fixed-term agreement, the duration of the agreement must be stated.

If the extension of the daily working time concerns only one period of period-based work, a work schedule that has been accepted and signed in advance by both parties can also be considered as a written agreement.

An agreement that is valid indefinitely can be terminated by either party on one month's notice.

2.2.3 Derogation from daily working time and rest periods during travel

For a period of travel to another municipality or abroad during period-based working time, the employer and employee may agree on the daily working time and rest periods in derogation of the provisions of this collective agreement for a period not exceeding 30 days, however such that the limits on consecutive night shifts are taken into account in compliance with the Working Time Act.

The employee must give separate consent to both a sixth and seventh night shift. This means that if an assistant's working time is 24 hours a day, no more than 5–7 days of travel-time work can be agreed on with him/her, and thereafter the employee must be given at least 24 consecutive hours of leave.

A compensatory rest period must be given as referred to in the Working Time Act.

Application instructions: The period's maximum working time does not have to be observed during the trip, as long as the working time is adjusted as referred to in this subsection.

An agreement on the travel time must be concluded in writing or electronically, and it must indicate the duration of the daily working time, possible days of leave during the travel and how the working time is adjusted. A work schedule covering the entire periods required for adjustment that has been accepted and signed in advance by the parties can also be considered a written agreement.

Application instructions: The collective agreement parties recommend that the employer and the employee discuss the conditions of the travel destination and the travel, as well as the work during travel before concluding the agreement.

An agreement can be made provided that the active need for assistance focusses on part of the work shift or is sporadic during the work shift and that

- For a work shift longer than 10 hours, the employee shall have the opportunity to sleep during the night, but shall be available to provide essential assistance if necessary. If the working time during travel is one full day or more, the employee shall have the possibility to sleep for at least 7 hours straight, notwithstanding possible brief moments of providing assistance.
- If the trip lasts for more than a full day, it must be preceded by at least 11 hours of leave and followed by at least 35 hours of leave.

- If possible, the weekly rest period must also be observed during the period of travel. If this is not possible, at least one day a week the employee's duties must be limited to essential assistance duties. Weekly rest periods not taken during the period of travel are given when the travel ends.
- If agreement on the working time adjustment cannot be reached, adjustment leave shall be given together with any possible untaken daily and weekly rest periods immediately after the travel period.

If the working time of the travelling employees cannot be adjusted during the normal period being used, the working time can be adjusted over several periods. If two-week periods are in use, the working time must be adjusted to an average of 80 hours per period within no more than eight periods. If three-week periods are in use, the working time must be adjusted to an average of 120 hours per period within no more than five periods. The employer must, prior to the start of the trip, prepare a work schedule to adjust the working time to the required periods.

If two-week periods are in use and five or more periods are needed to adjust the working time, a work schedule must be prepared for at least four periods. If three-week periods are in use and four or more periods are required to adjust the working time, a work schedule must be prepared for at least three periods. In either case, an adjustment scheme stating at least the working time in each employee's period must be prepared for the exceeding periods. The adjustment scheme must be supplemented with daily working time at the latest one week before the start of the fifth period if two-week periods are in use or one week before the start of the fourth period if three-week periods are in use.

a) Anticipated travel, i.e. the start of a trip falls within a period that has not started

If a period that includes the start of a trip has not yet begun, the period concerning a working time adjustment always starts from the first day of the period and at the latest at the start of the period of period-based work in which the start of the trip falls.

If only part of a trip falls within a period, that period's maximum working time can only be exceeded if the exceeding amount is due entirely to work performed during the trip.

Application instructions: Any time in the work schedule remaining outside the period of travel can be used to adjust the working time. It is thus possible to include the working time adjustment in a work schedule that includes travel even before the start of the trip.

b) The start of a trip falls within a period that has started

The employer must agree with the employee both on the working time arrangements during the trip and on changing the work schedule.

If a trip falls entirely or partly on an ongoing period of period-based work, the working hours performed up until the period in question are included entirely in the amount of hours that must be adjusted. If only part of a trip falls within a period other than the aforementioned period, that period's maximum working time can only be exceeded if the exceeding amount is due entirely to work performed during the trip.

Overtime is defined based on the work schedule, which is prepared in accordance with the collective agreement, and the actual work hours.

3. Working time in night work

Night work is possible in the work performed by a personal assistant.

When performing night work, the mandatory provisions of the Working Time Act must be taken into account; the provisions may limit night work if the work takes place regularly.

Application instructions: At the time of this collective agreement's entry into force, night work is subject to limits in period-based work and in continuous shift work.

4. Working time in connection with absences and annual holidays

4.1 Absences that fall on workdays and which were known before the work schedule was prepared

Days of absence that fall on workdays and which were known before the work schedule was prepared shorten the working time in a week, an adjustment period or a period of period-based work by eight hours within the full working time and by the average amount of daily working time within part-time work. The threshold for additional work and overtime in a week, an adjustment period or a period of period-based work is lowered by the same amount of hours.

If the working time has been defined in the employment contract per month, a day of absence that falls on a workday and which was known before the work schedule was prepared shortens the monthly working time such that the monthly working time stated in the employment contract is divided by 21.75.

Application instructions: The figure 21.75 is obtained by multiplying the number of workdays (5) in a workweek by 4.35 (the average number of weeks in a month during the calendar year).

4.2 Absences that became known after the work schedule was confirmed

Absences that became known after the work schedule was confirmed lower the threshold for additional work and overtime in accordance with the working hours of the absence periods that are entered in the work schedule.

Section 7 Rest periods

1. Daily breaks

Meal break

If a work shift exceeds 6 hours, the employee shall be given the opportunity to have a meal during the working time. The employer and the employee may also agree on a meal break of at least half an hour, during which time the employee can freely leave the workplace. If the employee is permitted to leave the workplace during the meal break, the meal break is not counted as working time.

If a work shift exceeds 12 hours, the employee must be given the opportunity to take two of the above-mentioned meal breaks.

*Application instructions: Appropriate appliances for storing and warming up food and drinks brought by the employee must be provided as necessary.
(Government decree on safety and health requirements in workplaces)*

Coffee break

During a work shift, the employee shall be given the opportunity to take one 10-minute coffee break during his/her working time for each full four hours.

Application instructions: If the need for assistance is such that the employee's continuous presence is essential for the disabled individual, the duties during the coffee break must, however, be limited to those that are the most essential.

Rest break

If the working time exceeds 10 hours in one day, the employee is entitled to a half-hour rest period after working for eight hours. The employer and the employee can agree on whether the employee is entitled to leave the workplace during the break.

Application instructions: If the need for assistance is such that the employee's continuous presence is essential for the disabled individual, the duties during the rest break must, however, be limited to those that are the most essential.

Example table of scheduled daily breaks

BREAK	work shift over 4 h	work shift over 8 h	work shift over 10 h	work shift over 12 h	work shift over 16 h	work shift over 24 h
coffee break	1	2	2	3	4	6
meal break	0	1	1	2	2	2
rest	0	0	1	1	1	2
opportunity to sleep	0	0	0	during the night	during the night	min. 7 h

Table 1. Scheduling daily breaks

2. Daily rest period

The daily rest period according to this collective agreement: During the 24 hours following the start of each shift, the employee shall be given an uninterrupted rest period of at least nine hours.

The daily rest period is provided for in the Working Time Act, and is in part mandatory.

The daily rest period can be shortened in situations referred to in this collective agreement. If, due to the provisions of this collective agreement, the rest period is shorter than the statutory rest period, it must be granted as a compensatory rest period.

A compensatory rest period must be given in compliance with the provisions of the Working Time Act.

3. Weekly rest period

The employee shall be given an uninterrupted weekly rest period of at least 35 hours each calendar week.

Moving the weekly rest period

The weekly rest period can be moved from an individual calendar week. In this case, the weekly rest period must be given in the calendar week before or after the calendar week from which it was moved. If adjustment periods or period-based work are in use, the weekly rest period must additionally be given within the same adjustment period or period of period-based work.

When applying differing working time arrangements for a period of travel, this provision can be derogated from in accordance with Section 6, subsections 1.2.3 and 2.2.3.

Section 8 Work schedule

The employer is responsible for preparing the work schedule. The work schedule must be prepared within the general working time for at least one full week or, for a longer adjustment period, for the full adjustment period (1–8 weeks) and for period-based work, for the full period (2 or 3 weeks). The employee/employees must be informed of the work schedule well in advance and at least one week prior to the start of each work schedule.

An adjustment period or a period used in period-based work and the work schedule always begin on Monday, unless some other starting time to the workweek is agreed in writing.

The work schedule must indicate the employee's workdays and days off, the start and end of the regular daily working time and the meal break, if the employee can freely leave the workplace during the meal break.

When using a 4, 6 or 8 week adjustment period, the employer and employee can agree that the work shifts, including times, shall be entered in the work schedule only for the first half of the adjustment period (2, 3 or 4 weeks) and for the second half, only the workdays need to be entered. This means that the work schedule must be supplemented with the second half's daily working times such that the employee can see them one week before the second half of the adjustment period begins.

The following must be taken into account when preparing the work schedule:

- The daily regular working time, excluding the meal break, is arranged consecutively, unless there are justified grounds for some other arrangement.
- Impractical brief work shifts should be avoided. Shifts of less than four hours should not be applied unless required by the employee's needs or there is a justified work-based reason for it, or a resolution on assistance by virtue of the Act on Services and Assistance for the Disabled prescribes that the work shift shall be shorter than that.
- The work shift cannot be entered in the work schedule as starting between 1.00–6.00 am without a justified reason (e.g. flights to a foreign destination).

The work schedule can only be altered by agreement or following an unforeseeable change to the prerequisites for having the work carried out. Also in the latter situation, efforts must be made to agree on the change, and the change must be made known to the employee as soon as possible. When changing the work schedule, the changes that have been made must be verifiable afterwards at least within the statutory limitation periods.

Section 9 Weekday public holidays

Good Friday, Easter Monday and Midsummer's Eve and – when these fall on a day other than Saturday or Sunday – New Year's Day, May 1, Independence Day, Christmas Eve, Christmas Day and Saint Stephen's Day are extra paid days off.

If it is not possible to give the employee the above-mentioned days off, the normal hourly wage is paid for the working hours performed on the weekday public holiday, plus double the hourly wage, which includes compensation for a lost weekday public holiday and remuneration for Sunday work.

An employee whose employment relationship lasts at least two weeks or an employee who, if necessary, is called into work and whose period of work that includes a public holiday lasts at least two weeks is entitled to a paid public holiday and compensation for a weekday public holiday.

A weekday public holiday that falls on an employee's annual leave, sick leave or other agreed paid leave does not entitle the employee to an additional paid day off or compensation for a weekday public holiday.

Application instructions: A weekday public holiday as referred to in the collective agreement does not, however, count as annual holidays.

Application instructions: If an employee is on sick leave on a weekday public holiday that, according to the work schedule, would have been a work shift for him/her, he/she shall be paid the normal hourly wage for that day.

When preparing the work schedule and calculating the additional work and overtime, each weekday public holiday that is given as a day off corresponds in working hours to the employee's average daily working time (agreed weekly working time divided by 5).

Application instructions:

Pay for a weekday public holiday given as time off

When wages are paid twice a month on the basis of the number of hours worked, the employee is paid his/her normal hourly wages for a weekday public holiday as though he/she had been at work for an amount corresponding to his/her average daily working time (agreed weekly working time/5). If weekly working time or working time for an adjustment period or a period of period-based work has not been defined for the employee, the average daily working time is calculated such that the actual number of hours worked during the 12 weeks immediately preceding the holiday is divided by 60 (= 12 weeks x 5 workdays). If the employment relationship has not lasted a full 12 weeks, the average daily working time is calculated by dividing the working hours of the full weeks of employment by the same period's calendar workdays (5 workdays/week). When wages are paid regularly every month, the employee is paid his/her normal monthly wages with no reductions.

Taking time off into account in the working time of an adjustment period or period of period-based work

When preparing the work schedule and calculating the additional work and overtime, each weekday public holiday that is given as time off corresponds in working hours to the employee's average daily working time (agreed weekly working time divided by 5). The weekday public holiday thus reduces the actual working time to be carried out in the week, adjustment period or period of period-based work in question.

Impact of work performed during a weekday public holiday on the threshold for additional work and overtime

Since compensation for weekday public holidays includes, besides the normal hourly wage and remuneration for Sunday work, compensation for a lost weekday public holiday, public holidays do not lower the threshold for additional work and overtime. Additional work and overtime result if the working time in an adjustment period or in a period of period-based work, including hours worked on a weekday public holiday, exceeds the working time defined in Section 9.

Examples:

1. Assistant A is in a permanent employment relationship and works 40 hours per week. Independence Day is on a Tuesday. A does not work on Independence Day, as it is a day off for A. The wages to be paid for Independence Day are $40/5 = 8$ hours of wages. Since

a weekday public holiday that is given as time off is taken into account in the work schedule as the average length of the workday, a total of $40 - 8 = 32$ working hours can be scheduled for A for the week in question (for the other days).

Overtime arises if the working time exceeds 32 hours, because the weekday public holiday given as time off is taken into account when calculating the overtime. If A works 35 hours instead of 32 hours, the overtime hours are calculated as follows: 35 hours + 8 hours of a weekday public holiday = 43 hours. The overtime limit is 40 hours, so the result is 3 hours of overtime.

When preparing A's work schedule, it must also be taken into account that the week in question must include at least a 35-hour rest period in addition to the weekday public holiday.

2. Assistant B's working time is 40 hours per week. May 1 falls on a Wednesday and B will work for 8 hours on that day. For May 1, B is paid 3 x 8 hours, i.e. a total of 24 hours of pay (this includes the normal hourly wage, remuneration for Sunday work and compensation for a weekday public holiday). During the week of May 1, with May 1 included, Assistant B works a total of 40 hours. There is no overtime, because the overtime threshold of 40 hours is not exceeded. (The work performed on the weekday public holiday was compensated with the compensation for a weekday public holiday that is included in the pay).

3. Assistant C has an employment contract that is valid indefinitely. C works as an assistant as required and has varying work hours. Assistant C is at work between 1 December and 18 December. The work period, which includes Independence Day, lasts at least two weeks, so C is entitled to time off for a weekday public holiday or to compensation for a weekday public holiday. Independence Day is a day off for C. C is paid for Independence Day according to the average length of the workday for the work period in question.

4. Assistant D has an employment contract that is valid indefinitely. D works as a personal assistant as required and has varying work hours. Assistant D is at work between 22 December and 31 December. Since the work period, which includes a weekday public holiday, does not last for a full two weeks, D is not entitled to an extra paid day off or compensation for a weekday public holiday. On Monday, which is Saint Stephen's Day, D has no work and has the day off. For D, Saint Stephen's Day is a normal weekly rest day or the second day off of the week, and it is unpaid. If D were to work on Saint Stephen's Day, the normal hourly wage plus remuneration for Sunday work would be paid for it. Compensation for weekday public holidays is not paid.

Section 10 Additional work and overtime

Additional work requires the employee's consent. Overtime is permitted with the employee's consent and within the limits permitted by law.

1. Additional work

Additional work is considered to be work carried out by a part-time employee in addition to the agreed working time, up to the maximum working time stated in the collective agreement.

A simple hourly wage for the number of hours worked is paid for additional work.

2. Overtime in general working time

Overtime is work that is carried out on the initiative of the employer and which exceeds the working time referred to in Section 6, subsection 1.

Overtime during an adjustment period arises when

- the working time during a one-week adjustment period exceeds 40 hours a week or, when using a longer adjustment period, the working time exceeds the adjustment period's regular working time.
- in an incomplete adjustment period, the working time exceeds the overtime threshold defined according to Section 6, subsection 4.

Application instructions: Adjustment period refers to the adjustment periods listed in Section 6, subsection 1.1. If a one-week adjustment period is used, the maximum working time per week is 40 hours and any work exceeding this amount is overtime. If a two-week adjustment period is used, the maximum working time per adjustment period is 80 hours, but the maximum working time in a single week in this case is 48 hours.

Daily and weekly overtime arise when

- the daily 8-hour maximum working time is exceeded or if the daily working time has been agreed on as per Section 6, subsection 1.2, and the agreed working time is exceeded.
- the weekly 48-hour maximum working time is exceeded, however not during travel referred to in Section 6, subsection 1.2.3.

Application instructions: The weekly 48-hour limit is in use only if the employer uses an adjustment period of two or more weeks. In this case, too, the working time must be adjusted to 40 hours a week during the adjustment period to ensure that there is no overtime.

Regardless of whether the overtime arose due to the working time being exceeded during the adjustment period or due to the daily or weekly maximum working time being exceeded, it shall be compensated by adjustment period based on the length of the adjustment period as follows.

length of adjustment period	50% increase in wages	100% increase in wages
1 week	for the first 6 overtime hours	for the subsequent overtime hours
2 weeks	for the first 12 overtime hours	for the subsequent overtime hours
3 weeks	for the first 18 overtime hours	for the subsequent overtime hours
4 weeks	for the first 24 overtime hours	for the subsequent overtime hours
5 weeks	for the first 30 overtime hours	for the subsequent overtime hours
6 weeks	for the first 36 overtime hours	for the subsequent overtime hours
7 weeks	for the first 42 overtime hours	for the subsequent overtime hours
8 weeks	for the first 48 overtime hours	for the subsequent overtime hours

Table 2. Compensation of overtime in general working time

Application instructions:

In accordance with Section 6, subsection 1.1, the working time may be no more than 8 hours per day and 40 hours per week. The working time can also be arranged such that the weekly working time amounts to an average of 40 hours per week in a 1–8 week adjustment period. In this case, too, the daily working time can be no more than 8 hours. Daily working time that exceeds 8 hours is overtime, even if the regular working time within the adjustment period is not exceeded.

Example schedule 1: Overtime within a three-week period adjustment period. The result is 10 hours of overtime. (L = Leave)

	Week 1	Week 2	Week 3	total
created schedule	8-8-8-8-8-L-L	8-8-8-8-8-8-L	8-8-8-8-L-L-L	120 h
actual hours	8-8-8-8- <u>10</u> -L-L	8-8-8-8-8-8-L	8-8-8-8- <u>8</u> -L-L	130 h

In accordance with Section 6, subsections 1.2.1, 1.2.2 and 1.2.3, an organised employer can agree with the employee on an extension of the daily working time. In this case, the daily overtime threshold is the agreed maximum number of hours.

Example schedule 2: Overtime in a three-week adjustment period, and the employer and employee have agreed to extend the daily maximum working time to 12 hours. The result is 8 hours of overtime.

	Week 1	Week 2	Week 3	total
created schedule	8-8-8-L-12-12-L	L-8-8-8-8-L-L	8-8-8-8-8-L-L	120 h
actual hours	8-8-8-L-12-12-L	L-8-8-8- <u>12</u> -L-L	8-8-8-8-8- <u>4</u> -L	128 h

Example schedule 3: Overtime in a three-week adjustment period. The weekly limit of 48 hours is exceeded in one adjustment period week, but otherwise the working time within the adjustment period is kept to. No overtime arises within the adjustment period, but 2 hours of weekly overtime arises in week 2.

	Week 1	Week 2	Week 3	total
created schedule	8-8-8-8-8-4-4 (40 h)	8-8-8-8-8-8-L (48 h)	8-8-8-8-L-L-L (32 h)	120 h
actual hours	8-8-8-8-8-4-4 (40 h)	8-8-8-8-8-10-L (50 h)	8-8-8-6-L-L-L (30 h)	120 h

3. Overtime in period-based work

Overtime arises in period-based work when the working time in the period exceeds the period's maximum working time as per Section 6, subsection 2.1.

Application instructions: The period-based work referred to in Section 6, subsection 2.1, of the collective agreement does not result in daily or weekly overtime. The employer must, however, ensure that rest periods are taken in period-based work in compliance with this collective agreement and mandatory legislation.

Example: The employer has scheduled a three-week period of working times such that 48 hours of work are scheduled for week one, 50 hours for week two and 22 hours for week three. A 16-hour work shift has been agreed for the first week. Unexpectedly, the employer needed the employee to work 50 hours in week one. Two hours of period-based overtime resulted, and it is compensated in accordance with the table in Section 10, subsection 3.

In period-based work, overtime is compensated based on the length of the period as follows:

length of period	50% increase in wages	100% increase in wages
2 weeks	for the first 12 overtime hours	for the subsequent overtime hours
3 weeks	for the first 18 overtime hours	for the subsequent overtime hours

Table 3. Compensation of overtime in period-based working time

Example schedule 1: Overtime hours over a three-week period. The result is 4 hours of overtime.

	Week 1	Week 2	Week 3	total
created schedule	12-12-12-12-10-L-L (58 h)	8-8-8-8-8-8-L (48 h)	4-4-3-L-L-L-L (11 h)	120 h
actual hours	12-12-12-12-12-L-L (60 h)	8-8-8-8-8-8-L (48 h)	4-4-5-L-L-L-L (13 h)	124 h

Section 11 Other working time compensation

1. Sunday work

Sunday work, which refers to work carried out on Sunday, New Year's Day, Epiphany, Good Friday, Easter Saturday, Easter Monday, May 1, Ascension Day, Midsummer's Eve, Midsummer Day, All Saints' Day, Independence Day, Christmas Eve, Christmas Day and Saint Stephen's Day is paid as a Sunday work increment for hours worked and it consists of the employee's personal hourly wage plus 100%. Sunday work begins on Sunday at 00:00 and ends at 24:00.

2. Saturday work

For hours worked on a Saturday, the employee's personal hourly wage plus 25% is paid. The Saturday work increment is not paid if a Sunday work increment is paid for the same period.

3. Evening work

Evening work compensation is paid for work carried out between the hours of 18.00 and 23.00. The compensation consists of the employee's personal hourly wage plus 15%.

4. Night work

Night work is work that is carried out between the hours of 23.00 and 6.00. Night work is permitted if there is a need for assistance also during the night.

For night work, the employee is paid his/her personal hourly wage plus 30% as night work compensation.

Section 12 Pay

The wages in this collective agreement are hourly wages. In accordance with the collective agreement, pay is determined according to the pay group (A or B), the accumulated experience increment and the location of the workplace (Helsinki Capital Region or elsewhere in Finland).

Duties in pay group B are defined in an appendix to this collective agreement (Duties in pay group B).

1. Pay group A

The employee is paid at least the hourly wage of pay group A, if his/her duties are not such that they would entitle the employee to the hourly wage of pay group B.

Wages in pay group A 1 May – 31 October 2021

The employee's personal hourly wage and experience increment in pay group A are determined in accordance with the National Collective Agreement for Personal Assistants 1 February 2020 – 30 April 2021.

Wages in pay group A as of 1 November 2021

Under this collective agreement, the minimum hourly wage in pay group A as of 1 November 2021 is:

- elsewhere in Finland €11.08

- in the Helsinki Capital Region €11.24

Every employee's personal hourly wage, however, will be increased by at least 16 cents as of 1 November 2021.

In this collective agreement, "Helsinki Capital Region" refers to Helsinki, Espoo, Vantaa and Kauniainen.

2. Pay group B

The employee is paid at least the hourly wage of pay group B if his/her duties permanently include the type of demanding personal care, communication-related or other duties that this collective agreement's negotiating parties have jointly confirmed as belonging to pay group B. The condition for receiving wages in pay group B is additionally that the object of the duty must be the person to whom personal assistance has been granted.

The permanence of the duty is always assessed by case and by employee. The duty does not need to be repeated daily or weekly by the employee in question in order for the permanence requirement to be met.

The collective agreement negotiating parties shall update the list of duties in pay group B (Appendix 1: Duties in pay group B) that is appended to this collective agreement in compliance with the principles of continuous negotiation.

Wages in pay group B 1 May – 31 October 2021

The employee's personal hourly wage and experience increment in pay group B are determined according to the National Collective Agreement for Personal Assistants 1 February 2020 – 30 April 2021.

Wages in pay group B as of 1 November 2021

Under this collective agreement, the minimum hourly wage in pay group B as of 1 November 2021 is:

- elsewhere in Finland €12.32
- in the Helsinki Capital Region €12.48

Every employee's personal hourly wage, however, will be increased by at least 16 cents as of 1 November 2021.

In this collective agreement, "Helsinki Capital Region" refers to Helsinki, Espoo, Vantaa and Kauniainen.

3. Experience increments

An employee's minimum hourly wage under the collective agreement increases after the following months of work entitling to the experience increment: 12 months (1 year), 36 months (3 years), 60 months (5 years) and 96 months (8 years).

The employee's current hourly wage is increased by a 1.25 per cent experience increment every time he/she advances to the next experience increment. The experience increments are applied as described above also if the employee's personal wage is higher than the minimum hourly wage stated in this collective agreement.

Work that entitles an employee to the experience increment is deemed to be the months of work as a personal assistant or in similar duties in which the employee worked for at least 35 hours or 14 days in one or more employment relationships.

Application instructions: Work that is carried out as a personal assistant is taken into account as entitling to the experience increment in both pay group A and B, regardless of which pay group's duties the employee previously carried out as a personal assistant. On the other hand, in duties similar to personal assistance, the previous duties are compared with the current duties.

At the start of the employment relationship or in connection with the accumulation of the experience increment, the employee is obligated to prove, by means of employment documents or otherwise in writing, his/her other employment relationships that count as work experience.

One month of work can accumulate the experience increment only for one month.

Application instructions: If the employee has more than one employment relationship, he/she can, however, only accrue one month of work entitling to the experience increment in one calendar month.

Application instructions: When calculating the months of work entitling to the experience increment, periods that have been included in the employee's employment relationships and which are deemed to be a period equivalent to time at work pursuant to Section 7 of the Annual Holidays Act are also taken into account. A period equivalent to time at work is thus, e.g. the employee's maternity, special maternity, paternity or parental leave, or sick leave or lay-off, as per Section 7 of the Annual Holidays Act. Previous personal assistant or similar employment relationships are also taken into account as a period equivalent to time at work.

Minimum hourly wages including the experience increment, from 1 May 2021 until 31 October 2021

For the period 1 May 2021 – 31 October 2021, the experience increment is determined in accordance with the experience increment table (Table 4) in the National Collective Agreement for Personal Assistants 1 February 2020 – 30 April 2021.

Minimum hourly wages including the experience increment, as of 1 November 2021

Work experience	Months (Years)	Less than 12 (Less than 1)	12 (1)	36 (3)	60 (5)	96 (8)
Pay group A	Elsewhere in Finland	€11.08	€11.22	€11.36	€11.50	€11.64
	Helsinki Capital Region	€11.24	€11.38	€11.52	€11.66	€11.81
Pay group B	Elsewhere in Finland	€12.32	€12.47	€12.63	€12.79	€12.95

	Helsinki Capital Region	€12.48	€12.64	€12.80	€12.96	€13.12
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Table 4. Minimum hourly wages including the experience increment

4. Payment of wages

In general, wages are paid twice a month. For wages that are paid twice a month, the work that is carried out in the first half of the month, including working time compensation (increments), is paid at the end of the same month and, correspondingly, the work carried out in the second half of the month, including working time compensation (increments) is paid in the middle of the next month.

Wages can be paid once a month if the employee has regular working time (those working full time) as per the collective agreement or if the employee's basic pay otherwise consists of regular pay. In this case, basic pay is paid monthly at the end of the pay period and working time compensation (increments) for the pay period is paid in the middle of the next month. Wages are thus calculated as follows: 4.35 x weekly working time x hourly wage. If the working time has been specified in the employment contract per month, the wages are calculated by multiplying the number of working hours per month under the employment contract by the hourly wage.

Upon mutual agreement between the employer and the employee, wages can also be paid once a month in arrears such that the work carried out in one calendar month, including working time compensation (increments), is paid by the fifteenth day of the next calendar month.

Wages are paid to the financial institution indicated by the employee, and they must be available for withdrawal by the employee on the due date. If the payment of wages falls on a weekend or weekday public holiday, the nearest preceding banking day is considered the due date.

Section 13 Travel expenses and other expenses and compensation thereof

The employer bears the cost of travel and accommodation expenses arising from work duties.

Separate provisions regarding costs arising from participation in further vocational training as referred to in this collective agreement are laid down in this collective agreement (Section 18 Further vocational training).

The employer is also liable for other additional expenses arising from working somewhere other than the regular work location or from starting or ending a shift somewhere other than at the regular work location.

Regular work location means the place where the work is usually carried out. When the work is carried out in a broader area, however, a fixed work location, meaning a place comparable to the regular work location, must be specified for the employee.

The work commute, i.e. the trip from the employee's home to the regular work location and back, does not entitle the employee to travel expense compensation. Travel compensation shall be paid, however, if the work commute involves a destination to somewhere other than the regular work location. In this case, the employee's round-trip commute from home to the first work location and from the last work location to home is compensated, pursuant to the Tax Administration's decision on tax-exempt allowances for business travel that is valid at any given time, insofar as the costs exceed the round-trip travel expenses between the employee's home and regular work location.

Commuting costs are compensated primarily according to the price of a single public transport ticket, unless there is a valid reason to use a form of transport other than public transport. If the employer determines the mode of travel, the compensation must be paid according to the specified mode of travel.

If the employer has not determined the mode of travel and there is no valid reason to use a form of transport other than public transport, compensation shall be paid for a work commute the employee makes using a vehicle that he/she owns or which is under his/her control according to the actual mode of travel used only if it was more economical than the value of a single public transport ticket.

Application instructions: A valid reason may be, e.g. the lack of public transport or unreasonably long service intervals.

1. Expenses during trips in Finland

The employer pays the assistant's travel and accommodation expenses.

For an overnight trip that lasts until at least 9.00 a.m., the employer is obligated to arrange breakfast for the employee, unless breakfast is otherwise included in the employee's accommodation.

The employer also pays the entry fees and other expenses attributed to the employer that arise at a location. The employer does not compensate expenses that the assistant incurs during his/her free time (daily or weekly rest) during a trip.

When travelling outside the regular work location and the employee does not have the possibility to prepare his/her food, or a meal has otherwise not been arranged, the employee shall have the right to a meal allowance as follows:

- the right to two meal allowances for each day of travel that lasts more than 10 hours and which includes lunch time (11.00–13.00) and dinner time (17:00–19:00).
- the right to one meal allowance for each day of travel that lasts more than 8 hours and which includes either lunch time (11.00–13.00) or dinner time (17:00–19:00).

The meal allowance is the maximum tax-exempt meal allowance decided by the Finnish Tax Administration.

Application instructions: A travel day begins when the employee leaves his/her home and ends when he/she returns to his/her home. Note! A travel day is not equated with a workday.

2. Expenses during trips abroad

The employer pays the assistant's travel and accommodation expenses.

For an overnight trip that lasts until at least 9.00 a.m., the employer is obligated to arrange breakfast for the employee, unless breakfast is otherwise included in the employee's accommodation.

The employer also pays the entry fees and other expenses attributed to the employer that arise at a location. The employer does not compensate expenses that the assistant incurs during his/her free time (daily or weekly rest) during a trip.

For each day of travel, the employee shall have the right to meals paid by the employer or a meal allowance as follows:

- the right to two meals for each day of travel that lasts more than 10 hours and which includes lunch time (11.00–13.00) and dinner time (17:00–19:00).
- the right to one meal for each day of travel that lasts more than 8 hours and which includes either lunch time (11.00–13.00) or dinner time (17:00–19:00).

The meal allowance is the maximum tax-exempt meal allowance decided by the Finnish Tax Administration.

Application instructions: A travel day begins when the employee leaves his/her home and ends when he/she returns to his/her home. Note! A travel day is not equated with a workday.

The employee must have the opportunity to find, considering the price level of the country in question, a reasonably priced place to eat or to buy necessities to prepare a meal, if such is possible at the place of accommodation. If this is not possible, the employer is responsible for the costs of the meal.

Section 14 Annual holidays

Annual holiday benefits are determined according to the provisions of the Annual Holidays Act and the following provisions.

1. Earning annual holidays

The employee earns the following holidays for each full holiday credit month:

- a. two weekdays
- b. two and a half weekdays if
 1. the duration of the employment relationship has been, by the end of March, an uninterrupted period of at least one year or
 2. the employee has, by the end of March, worked as a personal assistant or in similar tasks for a total of two years over the past five years.
- c. three weekdays if the employment relationship has lasted at least 15 years by the end of March.

2. Annual holiday pay

For the period of annual holidays, the employee is entitled to receive his/her regular or average pay in accordance with the regulations of the Annual Holidays Act.

3. Postponement of annual holidays

The employee's holiday must, at the employee's request, be postponed to a later date if the employee, at the start of or during his/her annual holiday, or part of it, or carried-over holiday is incapacitated due to an illness, childbirth or accident. The right to postpone concerns all annual holidays and carried-over holidays.

If an employee exercises the right to postpone his/her annual holiday as a result of being incapacitated due to childbirth, an illness or an accident, the employee must provide the employer with a doctor's note from the first day. The employer may issue written guidelines with a different procedure.

Sick leave certificates and accounts must be given to the employer without delay.

Application instructions: If an employee falls ill during his/her holiday and cannot, without significant inconvenience, obtain a doctor's note, the employee must nevertheless provide the employer with some other reliable account of his/her incapacity for work.

Section 15 Holiday bonus

The employee shall be paid a holiday bonus that equals 50% of his/her annual holiday pay. The holiday bonus is calculated on the basis of and paid in connection with each holiday's (summer, winter) share of the annual holiday pay.

In order to receive the holiday bonus, the employee must begin his/her holiday. There is no entitlement to the holiday bonus if the employment relationship is cancelled or is deemed to be cancelled pursuant to Chapter 8 of the Employment Contracts Act.

Holiday bonus shall also be paid at the end of the employment relationship on the holiday compensation, provided that the employment relationship has lasted for at least four consecutive months. This, however, does not apply to an employee who does not comply with the period of notice or who terminates a fixed-term employment relationship contrary to the Employment Contracts Act or whose employment relationship is cancelled or deemed to be cancelled pursuant to Chapter 8 of the Employment Contracts Act.

Section 16 Medical examinations

The employee has the right to have medical check-ups and examinations with no loss of earnings in the following cases, provided that the visits could not be arranged outside of working hours, they have been arranged to avoid unnecessary loss of working time and the employer has been notified of them in advance

- A medical examination required for a new job or other statutory medical examination. In this case, the employer pays the necessary travel costs.
- A visit to a doctor for the diagnosis of an illness, to have treatment or an assistive device (e.g. eyeglasses) prescribed, and specialist physician, laboratory and X-ray examinations prescribed by a doctor.
- Antenatal medical examinations, such as maternity clinic appointments.
- An acute dental problem that requires immediate care.

If the employee requires a vaccination or other medication due to the employer's disability or the work duties, the employer shall bear the costs thereof, unless they are compensated by the public or occupational health care system.

Application instructions: These may be, e.g., seasonal influenza, tetanus or hepatitis vaccinations.

Section 17 Absences

The employee must notify the employer of his/her incapacity for work or need for temporary child-care leave without delay and primarily by phone. Likewise, the employee must notify the employer primarily by phone of the duration of the absence as soon as possible upon learning this information. The employer may issue guidelines that differ from the above.

1. Incapacity for work

For the first three days of absence, the employee must provide the employer with a statement on his/her incapacity for work written by a health-care professional. At the latest on the fourth day of absence the employee must provide the employer with a doctor's note.

The employer may issue written guidelines that differ from the above. The employer has the right, however, to demand that the employee produce a doctor's note as of the first day of absence.

Sick leave certificates and accounts must be given directly to the employer without delay.

Application instructions: Municipalities have different policies concerning whether a sick leave certificate is required for the payment of wages. For the time being, it has been held that the municipality compensating the wage costs can demand that a certificate of absence for the days of sick leave be submitted to the municipality. The municipality's policy must be confirmed directly with the municipality.

Application instructions: Sick leave certificates and accounts are strictly confidential information and contain sensitive personal data. The employer must ensure that the Personal Data Act and laws on the protection of privacy in working life are complied with when such data is processed. The storage, disclosure and disposal of sick leave certificates and accounts must take place in the manner prescribed by law.

Application instructions: In situations where it has been agreed with the employee that he/she may be away from work for the first three days with a written statement by a health-care professional, those three days start on the first sick day that would have been the employee's workday.

2. Temporary child-care leave

If the employee is absent due to the sudden illness of a child under 10 or a disabled child, this absence does not reduce the employee's pay nor does it reduce his/her annual holidays insofar as the absence is necessary to arrange care. A paid absence cannot, however, continue for longer than three workdays, starting from the first day of illness.

The reason for the absence must be certified by a statement given by a health-care professional, unless the employer has instructed otherwise. The employee must, if required, provide the employer with an account of why the child's other guardian is unable to take care of the child.

Application instructions: If temporary child-care leave begins during the workday, the employee shall be paid for the work carried out until that time, including any working time compensation. The remainder of the shift shall thus be considered the first paid day of absence for temporary child-care leave. For a period of temporary child-care leave, the employee is paid his/her hourly wage with no working time compensation.

3. Birthdays and funerals

This chapter enters into effect on 1 July 2021.

For the period 1 May – 30 June 2021, the provisions of Section 17, Chapter 3, of the National Collective Agreement for Personal Assistants 1 February 2020 – 30 April 2021 are complied with.

The following days that fall on a workday and which the employer has been notified of in advance

1. the employee's own 50th and 60th birthdays and
2. the funeral of a family member or close relative is a paid day off.

Family member means the employee's marital or common law spouse and their children or the children of the employee's spouse, all of whom live in the same household. Children also includes adopted and foster children. Close relative means the employee's family members and parents, grandparents, children, grandchildren, brothers, sisters and the parents of the marital or common law spouse.

The employee must inform the employer of the need for time off without undue delay. The absence can be one day at most. Working hour compensation is not paid for the absence. The aforementioned days that fall on a day off or on the employee's annual holidays do not entitle the employee to the same day off at another time. The employer has the right to request clarification of the grounds for an absence.

Section 18 Further vocational training

The employee is entitled to two paid training days during the calendar year. The training must be related to the work of a personal assistant or it must develop the professional skills of a personal assistant, and it must be approved by the employer.

The employer is not responsible for travel or other additional costs arising from participation in the training. If the employee participates in training events, the time spent on the training event is counted as working time, however up to a maximum of eight hours per day of training.

If the employer sends the employee for training, the employer and employee shall agree on the training and draw up a written plan on the training which both parties shall approve through their signatures.

Application instructions: The training organiser's course programme can also be considered a written plan. The employer and employee mark the time that is counted as working time on the programme and sign it.

Section 19 Group life insurance

The employer shall, at its own expense, take out group life insurance for its employees insofar as this has been agreed on between the central organisations.

Section 20 Work clothes

During working hours, the employee must wear the kind of regular clothing that is conducive to performing his/her work duties well. The employee must take into account the employer's notices concerning special work duties that affect his/her choice of work clothes.

The employer is obligated to offer its employee work clothes, protective clothing and equipment/tools that are appropriate to the situation in cases where the need to protect the employee's hygiene or health or the soiling or damaging of the employee's own clothing more than usual is likely or the clothing is subject to requirements that deviate from the usual for reasons attributable to the employer and the need for this cannot be resolved in some other way.

Section 21 Collection of membership fees

If the employee grants authorisation in the matter, the membership fees of this collective agreement's signatory organisation the Trade Union for the Public and Welfare Sectors JHL shall be deducted from the employee's pay. The membership fees shall be paid into JHL's account as per JHL's instructions.

At the end of the calendar year, the employee is given a statement of the sum that has been deducted.

Section 22 Dispute resolution

The employer and employee shall aim to resolve any disputes related to the collective agreement amicably at the workplace.

If the matter cannot be resolved in mutual discussions, both parties have the right to propose that the matter be resolved through local negotiations. In local negotiations, the parties are entitled to use the assistance of an expert or to agree that the negotiations shall take place between the experts. A regional officer or an officer of a local joint association of the Trade Union for the Public and Welfare Sectors JHL can act as the employee's expert. The employer can choose as his/her expert a person who is familiar with employment relationship matters.

The experts are entitled to obtain the information necessary to settle the dispute, for instance work schedules and payroll and working time accounts, directly from the employer.

The information obtained to resolve the case is confidential, and the experts may only disclose it to the signatory unions in connection with the subsequent processing of the matter. To resolve the case, special attention must be paid to the protection of the employer's privacy and to the confidentiality of sensitive and otherwise confidential information, such as information relating to family life and personal relationships, as well as information relating to employment, studies and business and professional activities.

If a dispute over an issue related to the collective agreement remains unresolved in local negotiations, the parties shall jointly write up a memorandum stating that one of the parties requests that the matter be referred to the Trade Union for the Public and Welfare Sectors and the Union of the Employers of Personal Assistants in Finland for resolution.

If a resolution on the matter is not reached in negotiations between the unions and the matter concerns an interpretation of this collective agreement, the matter may be referred to the Labour Court for resolution.

Section 23 Valid benefits

This collective agreement cannot be used to diminish the employee's benefits that are based on the existing employment relationship.

Application instructions: The benefits of the employment relationship are based, e.g. on the employment contract and/or on a municipality's decision, based on the Act on Services and Assistance for the Disabled, concerning compensation for the costs of a personal assistant and/or past practices.

This employee's valid benefits safeguard clause does not constitute an obstacle to the employer's right to choose or make changes to the working time system.

The possibility of the employer and the employee to agree on derogations from the regular working time with the employee's consent in accordance with Section 6, subsections 1.2 and 2.2 of this collective agreement, "Derogation from regular working time with the employee's consent", shall not constitute diminishing valid benefits.

Section 24 Binding nature of the agreement and industrial peace

This agreement binds the signatory unions, and the employers and employees, and their associations, that belong or which belonged during the validity of the agreement to the aforementioned unions.

Any industrial actions targeted at this agreement in its entirety or at any of its individual provisions are prohibited immediately upon the agreement becoming binding on the unions.

Section 25 Validity of the agreement

This collective agreement is valid from 1 May 2021 until 30 April 2022.

The agreement can be terminated during the agreement period in compliance with a two-month period of notice if the regulations of the Act on Services and Assistance for the Disabled concerning personal assistance change or if the reformed disability legislation enters into force during the agreement period. Termination is thus possible at the earliest two months before the date when a change or a new act enters into force.

The parties comply with the principles of continuous negotiation in their mutual relations.

Helsinki, 29 April 2021

HETA – UNION OF THE EMPLOYERS OF PERSONAL ASSISTANTS IN FINLAND

TRADE UNION FOR THE PUBLIC AND WELFARE SECTORS JHL

Appendices:

1. Duties in pay group B (Appendix 1)

Duties in pay group B

The employee is paid at least the hourly wage of pay group B if his/her duties permanently include the type of demanding personal care, communication-related or other duties that this collective agreement's negotiating parties have jointly confirmed as belonging to pay group B. The condition for receiving wages in pay group B is additionally that the object of the duty must be the person to whom personal assistance has been granted.

The permanence of the duty is always assessed by case and by employee. The duty does not need to be repeated daily or weekly by the employee in question in order for the permanence requirement to be met.

The collective agreement negotiating parties shall update the list of duties in pay group B in compliance with the principles of continuous negotiation.

Duties in pay group B are:

- **Catheterisation performed by the employee**
- **Independent dispensation of medications**
 - If the employer supervises and is responsible for the dispensation of medications by the employee, this does not constitute the independent dispensation of medications and is therefore not a duty that falls under pay group B. Supervision by the employer means, e.g. that the employer is able to verify him-/herself which medications he/she is taking and in what amount, or how the medications are loaded into the dispenser.
 - If the employee dispenses medications, i.e. essentially takes the pills from the packet and makes them available to the assisted person, e.g. in a pill dispenser, without the employer supervising this, this basically constitutes a duty that falls under pay group B.
- **Medicines administered by injection**
 - The employee dispenses and administers an injection of insulin or some other medication.
- **Demanding wound care**
 - e.g. treatment of a permanent or recurring bedsore.
- **Assistance in the use of a ventilator**
 - In general, assisting in the use of a ventilator is a duty that falls under pay group B. However, if the employer is able to independently place the attachment (mask) of the ventilator, this is not a duty that falls under pay group B, even if the ventilator is used even to fully support the employer's breathing and the permanence requirement is met.
 - The treatment of sleep apnea with positive airway pressure is not a duty that falls under pay group B, even if the permanence requirement is met.
- **Cystofix (suprapubic catheter)**
 - Simply emptying or changing a urinary drainage bag is a duty that falls under pay group A.
- **Stomata**

- The employee's duties include emptying the stoma bag and changing the stoma baseplate.
- **PEG feeding tube**
 - If an employee's permanent duty is to change the PEG tube, this duty falls under pay group B.
 - Attaching the feeding tube to the nutrient bottle or bag, or adjusting the drip rate of the nutrient solution are not generally duties that fall under pay group B. Rinsing the tube is also not generally a duty that falls under pay group B.
- **Measures related to bowel function and bowel movements**
 - e.g. digital rectal exams or using a suppository or micro-enema to empty the bowels.
- **Speech interpreting, the use of tactile signing, sign language or braille**
 - The employee's daily tasks include speech interpreting using tactile signing, braille or sign language, and the aforementioned communication skills are a prerequisite for communicating with the person being assisted.
- **Intimate hygiene**
 - tasks, such as cleaning genital areas and similar tasks, that require direct contact with the genital areas.